

**Adopted on 9 December 2008/Executive Board decision 2008/90
Amended on 6 November 2015**

**General terms and conditions for degree courses
Re: NT2 language courses**

HAN Language Centre

HAN University of Applied Sciences

Article 1 **Definitions**

The following definitions apply to these general terms and conditions:

- a. **HAN:** HAN University of Applied Sciences, in particular the HAN Language Centre (hereafter: HAN).
- b. **Applicant:** the natural person who applies for a HAN course.
- c. **Participant:** the natural person who is registered for a HAN course.
- d. **Application:** a written notice submitted by the participant to HAN stating his or her interest in following a course. This submission should be regarded as authorisation to register for a course and as having accepted the general terms and conditions.
- e. **Registration:** registration will be finalised once HAN has received the course contract signed by both parties.
- f. **Course fee:** the sum paid by the applicant to HAN for participating in the course.
- g. **Course:** the Dutch as a Second Language course offered by the HAN Language Centre (hereafter: the course).
- h. **Course materials:** Readers, brochures, course manuals, applications, digital access to course material and other materials that facilitate the transfer of knowledge for the duration of the course.

Article 2 **Applicability**

These conditions apply to the agreement (hereafter: the course contract) signed by the participant and HAN regarding participation in the course.

1. Any deviations from these conditions will only be considered binding if agreed in writing.

Article 3 **Application and registration**

1. It is only possible to apply for a HAN course using the online application form.
2. Applications will be processed in order of receipt.
3. By applying, the participant agrees to the terms and conditions and the applicable course fee.
4. **Registration:** registration will be finalised once HAN has received the course contract signed by both parties. The course contract is based on the information provided by the participant during the intake interview.
5. In the event that the course is full, a waiting list will be created. Candidates on the waiting list will be given priority for the next available course.
6. HAN is entitled to refuse a participant's registration with good reason.
7. Additional conditions may apply to course participation, such as entry level, attendance, etc.

Article 4 **Cancellation by the participant**

1. The participant is required to pay the course fee, unless agreed otherwise.
2. The participant is entitled to cancel his or her registration up to two weeks before the course is scheduled to start. The date of receipt determines the cancellation options.
3. The following cancellation fees apply:
 - Administration costs to the amount of €25 for cancellations received up to two weeks before the start of the course.
 - 100% of the course fees for cancellations received less than two weeks before the start of the course.

Article 5 **Cancellation by HAN**

1. HAN reserves the right to cancel the course before it starts due to insufficient applications.
2. The participant will be notified as soon as possible and is entitled to a full refund of the course fee and any exam fee.
3. HAN is not required to reimburse the participant for any course material purchased or any other costs incurred.

Article 6 Participation in the course

1. Participation is only granted for the duration of the course for which the participant has registered.
2. If the participant is unable to attend the course, s/he can submit a written request to HAN to take the course at a later date.
3. The participant must endeavour to complete the course within the agreed time period. The participant is required to actively participate in all course activities and must attend at least 80% of classes.

Article 7 The course and course material

1. HAN reserves the right to change the programme, the location, the curriculum and/or the team of trainers.
2. HAN will arrange for a replacement in the event that a trainer is unavailable.

Article 8 Course fee and exam fee

1. The course fee and exam fee are mentioned in the course brochure, the course contract and/or the HAN website and are subject to printing and typographical errors.
2. The participant will receive an invoice after registering for the course.
3. The participant can begin the course after HAN has received the course fee payment.

Article 9 Payment

1. Unless otherwise agreed in writing, the participant must pay the course fee before the start of the course, discounts, settlements, or compensation withstanding.
2. If the participant fails to pay the course fee within the set time period, s/he will be held in default by the mere lapse of the agreed period, without a prior demand or notice of default being required.
3. In this case, the participant will be required to pay the statutory interest rate from the moment s/he is in default, without prejudice to the competence of HAN, in the event of an outstanding instalment, to demand immediate payment of the outstanding instalments.
4. The participant shall also pay the judicial and extrajudicial costs of recovery. The extrajudicial costs amount to 15% of the recovered amount, with a minimum of €150 (ex. VAT).

Article 10 Examination and certification

1. The participant will receive a certificate/diploma after successfully completing the course.
2. Diplomas, certificates and proof of participation will be awarded in the manner described in the course manual.

Article 11 Intellectual property

1. HAN holds the intellectual property rights for all course material made available to the participant. This course material may not be reproduced and/or published in any form without the prior written consent of HAN.
2. HAN is entitled to archive all products developed by the participant throughout the course in order to assess the participant and to ensure course quality.
3. The products developed by the participant will not be disclosed or published without his or her prior consent. These products may be used anonymously by HAN.

Article 12 Data protection

1. All information provided by the participant will be included in HAN's administration. This information will be used for responsible client management and responsible business operations, such as registering participants and sending course material.
2. The participant's address details may be used by HAN to send information about HAN activities.

3. HAN will not provide information to third parties about the participant's course progress without his or her prior written consent. If the participant enters into an agreement with DUO (Dienst Uitvoering Onderwijs – the education agency of the Dutch Ministry of Education, Culture and Science) regarding funding for a HAN course, HAN is required to disclose the necessary information, which includes but is not limited to exam results.
4. The participant is entitled to review and edit his or her personal information. If the participant no longer wishes to receive information, s/he can notify the relevant HAN department of this in writing.
5. The participant authorises HAN to share his or her personal information with *Blik op Werk* for its satisfaction survey.
6. The processing of personal information is subject to HAN's privacy regulation. This privacy regulation has been included in the course contract and can also be found on the HAN website (www.han.nl).

Article 13 **Liability**

1. HAN is not liable for any mistakes or errors in the course material.
2. HAN is not liable for damages of any kind in connection with the course, unless it involves intent or gross negligence on behalf of HAN.

Article 14 **General code of conduct**

1. The participant is required to adhere to the code of conduct in all HAN buildings and areas and comply with all other rules drafted by HAN. The participant is expressly obliged to refrain from any and all behaviour that may disrupt HAN operations.
2. A HAN employee may deny the participant access to a course activity if s/he believes the participant will cause a disruption or a disturbance.
3. In the event of grave misconduct, HAN can permanently deny the participant access to the course. Grave misconduct includes but is not limited to aggressive or violent behaviour, failure to meet the payment requirements, providing incorrect information or falsified documents and failure to comply with HAN's code of conduct and house rules (after a warning).
4. The participant will be notified in writing about the university's intention to deny him or her access to the course. The participant will be given the opportunity to submit a written response to the HAN Language Centre within five business days from the date of the letter. Once this period has expired, HAN will send its decision to the participant. HAN reserves the right to deny the participant access to educational facilities during this period.

Article 15 **Premature termination**

1. HAN is entitled to terminate the course contract, without compensation, in the following situations:
 - a) if the participant is no longer participating in the course, as determined by Article 6(3) above;
 - b) if the participant was permanently removed from the course by HAN;
 - c) if the move to terminate the agreement prematurely was agreed by both parties;
 - d) if HAN is no longer able to offer the course due to force majeure.
2. If the course contract is terminated prematurely on grounds of Article 15(a-c), the participant is required to compensate HAN for damages.

Article 16 **Complaints procedure**

1. HAN has developed a complaints procedure. Complaints can be submitted to the HAN ombudsman and will be treated confidentially. The ombudsman will confirm receipt of the complaint within one week and process the complaint within six weeks. The complaints procedure can be found here.

Article 17 **Governing law and jurisdiction**

1. All contracts and agreements relating to course participation are governed by Dutch law.
2. All disputes arising from these agreements will be settled by the competent court in Arnhem.